

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CITIBANK, N.A.,

Plaintiff,

-against-

ARALPA HOLDINGS LIMITED PARTNERSHIP  
AND RODRIGO LEBOIS MATEOS,

Defendants.

Case No. 22-cv-08842 (JLR)

**[PROPOSED]**  
**ORDER OF ATTACHMENT**

**TO: THE SHERIFF OF THE CITY AND ANY COUNTY OF NEW YORK  
THE PLAINTIFF NAMED ABOVE  
THE DEFENDANTS NAMED ABOVE  
ONE57 36B, LLC  
ARALPA MIAMI INVESTMENTS LLC  
AND ANY GARNISHEE SERVED HERewith**

Plaintiff Citibank, N.A. (“Citibank” or “Plaintiff”), having made an application pursuant to Federal Rule of Civil Procedure 64 and Article 62 of the New York Civil Practice Law and Rules (“CPLR”) for an Order of Attachment against the assets of One57 36B, LLC (“One57”) and Aralpa Miami Investments LLC (“Aralpa Miami”), and having submitted (i) the Declaration of Bruno Plotnicki dated December 11, 2023, and the exhibits attached thereto; (ii) Declaration of Mario Meza dated December 11, 2023, and the exhibits attached thereto; and (iii) the Memorandum of Law in Support of Plaintiff Citibank, N.A.’s Motion for the Issuance of a Writ of Execution and Turnover Order to Enforce Judgment Against One57 36B, LLC and Aralpa Miami Investments LLC, for Prejudgment Attachment, and to Compel Responses to Information Subpoena, dated December 11, 2023; and

Based upon these submissions, and all other findings and proceedings had herein, Citibank appears to have a valid and cognizable claim to pierce the corporate veils of One57 36B, LLC (“One57”) and Aralpa Miami Investments LLC (“Aralpa Miami”) which would entitle it to execute

against their assets the money judgment it has already obtained against Defendants Aralpa Holdings Limited Partnership (“Aralpa Holdings”) and Rodrigo Lebois Mateos (“Lebois”) in the amount of \$38,578,670.43 plus post-judgment interest; it is probable that Plaintiff will succeed on the merits of its claim; and there is sufficient ground for an Order of Attachment pursuant to CPLR 6201(3) because there is a substantial risk that One57 and Aralpa Miami are about to assign, dispose of, encumber or secret property, or remove it in order to frustrate the enforcement of any judgment that may be obtained against them; and One57 and Aralpa Miami have no counterclaims for damages against Plaintiff, as a result of which it is

**ORDERED**, that Plaintiff’s application for an Order of Attachment is granted, and will be effective (unless earlier vacated) through the time of the entry of a writ of execution or turnover order pursuant to Federal Rule of Civil Procedure 69 and New York Civil Practice Law and Rules Article 52 following entry of a judgment for Plaintiff; and it is further

**ORDERED**, that the amount to be secured by this Order of Attachment is \$38,578,670.43 plus post-judgment interest; and it is further

**ORDERED**, that all property, wherever located, of One57 and Aralpa Miami, including (i) any debt to One57 or Aralpa Miami which is past due or which is yet to become due, certainly or upon demand of One57 and Aralpa Miami, whether it was incurred within or without the State of New York, to or from a resident or non-resident, as provided by Federal Rule of Civil Procedure 69 and New York Civil Practice Law and Rules Section 5201(a), and (ii) any tangible and intangible property of One57 and Aralpa Miami, which could be assigned or transferred, whether it consists of a present or future right or interest and whether or not it is vested, as provided by Federal Rule of Civil Procedure 69 and New York Civil Practice Law and Rules Section 5201(b), including but not limited to the New York Property and Aralpa Miami’s UBS brokerage account

numbered xxxx767 and consistent with *Hotel 71 Mezz Lender LLC v. Falor*, 14 N.Y.3d 303,312 (2010), and *Koehler v. Bank of Bermuda Ltd.*, 12 N.Y.3d 533, 539 (2009), is hereby attached; and it is further

**ORDERED**, that the Sheriff of the City of New York, or of any county in the State of New York, shall attach, at any time before final judgment, all other property of One57 and Aralpa Miami as evidenced by written instruments, which is located in the State of New York; and it is further

**ORDERED**, that Plaintiff's undertaking is fixed in the sum of \$500 conditioned upon Plaintiff paying to One57 and Aralpa Miami an amount not exceeding \$\_\_\_\_\_ for legal costs and damages which may be sustained by reason of attachment, and up to and not exceeding \$\_\_\_\_\_ to the Sheriff for allowable fees, if One57 and Aralpa Miami recover judgment or if it is decided that the Plaintiff is not entitled to an attachment of One57' and Aralpa Miami's property; and it is further

**ORDERED**, that within five days of the service of this Order of Attachment, One57 and Aralpa Miami shall serve the garnishee statement required by CPLR 6219 through ECF and by email upon Plaintiff's attorneys, Kauff Laton Miller LLP, attn: Adam Kauff, located at 950 Third Avenue, New York, New York 10022, akauff@klmlp.com; and it is further

**ORDERED**, that One57 and Aralpa Miami, and their respective agents, designees, representatives, servants, officers, employees, members, managers, attorneys, or anyone else acting on their behalf, and all persons in possession of the property and/or debts described above, and all persons acting in concert or participation with the foregoing, and all persons receiving actual notice of this Order of Attachment by personal service or otherwise, are hereby **PROHIBITED** until further order of this Court from selling, assigning, transferring or paying over to any person other than the Sheriff, interfering with, otherwise disposing of, or in any other way affecting the value

of any such property or debt, or directing or allowing any other person to do so, **EXCEPT THAT IT IS PROVIDED THAT** nothing herein shall attach or restrain any property beyond those properties with an aggregate value sufficient to secure \$38,578,670.43.

**ENTERED:**

---

HONORABLE JENNIFER L. ROCHON  
UNITED STATES DISTRICT COURT JUDGE

Dated: December 11, 2023  
New York, New York

KAUFF LATON MILLER LLP

By: /s/ Adam M. Kauff

Adam M. Kauff

Jonathan Perrelle

950 Third Avenue, 15<sup>th</sup> Floor

New York, NY 10022

Telephone: (212) 906-3441

Fax: (212) 656-1456

akauff@klmlp.com

jperrelle@klmlp.com

GOODWIN PROCTER LLP

Samuel J. Rubin

Lindsay E. Hoyle

Kathryn M. Baldwin

The New York Times Building

620 Eighth Avenue

New York, New York 10018

Tel. (212) 813-8800

Fax (212) 355-3333

srubin@goodwinlaw.com

lhoyle@goodwinlaw.com

kbaldwin@goodwinlaw.com

*Attorneys for Plaintiff Citibank, N.A*